

## **NOTICE TO INTERESTED PARTIES**

**This solicitation** is provided to you for information purposes only and **is not an official document**. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected **and will not be considered for award**.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at [robert.zamarron@hawaii.gov](mailto:robert.zamarron@hawaii.gov). Please provide name of company, address, phone number, fax number, and name of contact person. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.



### **STATE PROCUREMENT OFFICE**

LEGAL AD DATE: January 14, 2004

INVITATION FOR BIDS  
NO. IFB-04-053-O

SEALED OFFERS  
FOR  
FURNISHING AND DELIVERING  
MEDICAL AND INDUSTRIAL GASES  
ON OAHU

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON  
JANUARY 27, 2004

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MS. CAROLDYNNE YAMASHITA, TELEPHONE (808) 586-0566, FACSIMILE (808) 586-0570 OR E-MAIL AT [carol.yamashita@hawaii.gov](mailto:carol.yamashita@hawaii.gov).

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Justin Fo  
Acting Procurement Officer

IFB-04-053-O

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Name of Company

FURNISHING AND DELIVERING  
MEDICAL AND INDUSTRIAL GASES ON OAHU  
IFB-04-053-O

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;  
**OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_

\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**A Hawaii Product is available for Items 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 22, 25, 26, 27, 29 and 31. In accordance with the Special Provisions, offerors must check one of the boxes to indicate whether a Hawaii Product or a Non-Hawaii Product is being offered. If offering a Hawaii Product, offeror must specify the Hawaii product supplier and class of the product offered.**

Offeror: \_\_\_\_\_  
Name of Company

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
	200-300 cu.ft. cyl. State-owned	4,550 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	271,850 cu.ft.	\$_____/100 cu.ft.	_____

Item 3: ☐ NON-HAWAII PRODUCT  
☐ HAWAII PRODUCT \_\_\_\_\_ Class \_\_\_\_\_  
(Supplier)

Estimated Total Bid Price – Item 3: \$\_\_\_\_\_

4 Oxygen (95%)/Carbon Dioxide (5%)

	200-300 cu.ft.cyl. State-owned	100 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	1,350 cu.ft.	\$_____/100 cu.ft.	\$_____

Item 4: ☐ NON-HAWAII PRODUCT  
☐ HAWAII PRODUCT \_\_\_\_\_ Class \_\_\_\_\_  
(Supplier)

Estimated Total Bid Price – Item 4: \$\_\_\_\_\_

5 Carbon Dioxide

	50 lb. cyl. State-owned	1 cylinder	\$_____/cylinder	\$_____
	Supplier-owned	30 cylinders	\$_____/cylinder	\$_____

Item 5: ☐ NON-HAWAII PRODUCT  
☐ HAWAII PRODUCT \_\_\_\_\_ Class \_\_\_\_\_  
(Supplier)

Estimated Total Bid Price – Item 5: \$\_\_\_\_\_

6 Compressed Air (95%)/CO2 (5%)

	200-300 cu.ft.cyl. Supplier-owned	100 cu.ft.	\$_____/100 cu.ft.	\$_____
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Offeror: \_\_\_\_\_  
Name of Company

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Price</u>
Item 6:	<input type="checkbox"/> NON-HAWAII PRODUCT <input type="checkbox"/> HAWAII PRODUCT _____ Class _____ (Supplier)			

**GROUP II – INDUSTRIAL GASES**

7	<u>Acetylene, Technical Grade</u>			
	72 cu.ft.cyl.			
	State-owned	5 cylinder	\$_____/cylinder	\$_____
	Supplier-owned	1 cylinder	\$_____/cylinder	\$_____
	150-300 cu.ft.cyl.			
	State-owned	16,150 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	5,505 cu.ft.	\$_____/100 cu.ft.	\$_____
	Estimated Total Bid Price – Item 7:			\$_____
8	<u>Oxygen, Technical Grade</u>			
	22 cu.ft.cyl.			
	State-owned	110 cylinders	\$_____/cylinder	\$_____
	Supplier-owned	1 cylinder	\$_____/cylinder	\$_____
	48 cu.ft.cyl.			
	State-owned	2 cylinders	\$_____/cylinder	\$_____
	122 cu.ft.cyl.			
	State-owned	10 cylinders	\$_____/cylinder	\$_____
	Supplier-owned	5 cylinders	\$_____/cylinder	\$_____
	200-300 cu.ft.cyl.			
	State-owned	43,565 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	31,760 cu.ft.	\$_____/100 cu.ft.	\$_____

Offeror: \_\_\_\_\_  
Name of Company

Item	Description	Estimated Quantity	Unit Price	Estimated Total Price
<b>Item 8:</b> <input type="checkbox"/> NON-HAWAII PRODUCT <input type="checkbox"/> HAWAII PRODUCT _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier)</div>				
Estimated Total Bid Price – Item 8:				\$ _____
9	<u>Argon</u>			
	127 cu.ft.cyl.			
	State-owned	10 cylinders	\$ _____/cylinder	\$ _____
	Supplier-owned	1 cylinder	\$ _____/cylinder	\$ _____
	300 cu.ft.cyl.			
	State-owned	24,345 cu.ft.	\$ _____/100 cu.ft.	\$ _____
	Supplier-owned	51,745 cu.ft.	\$ _____/100 cu.ft.	\$ _____
<b>Item 9:</b> <input type="checkbox"/> NON-HAWAII PRODUCT <input type="checkbox"/> HAWAII PRODUCT _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier)</div>				
Estimated Total Bid Price – Item 9:				\$ _____
10	<u>Argon (85%)/CO2 (25%)</u>			
	127 cu.ft.cyl. (Y-cyl.)			
	State-owned	1 cylinder	\$ _____/cylinder	\$ _____
	Supplier-owned	1 cylinder	\$ _____/cylinder	\$ _____
<b>Item 10:</b> <input type="checkbox"/> NON-HAWAII PRODUCT <input type="checkbox"/> HAWAII PRODUCT _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier)</div>				
Estimated Total Bid Price – Item 10:				\$ _____
11	<u>Argon (25%)/CO2 (75%)</u>			
	100-200 cu.ft.cyl.			
	State-owned	450 cu.ft.	\$ _____/100 cu.ft.	\$ _____

Offeror: \_\_\_\_\_  
Name of Company

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
	200-300 cu.ft.cyl.			
	State-owned	1,395 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	1,480 cu.ft.	\$_____/100 cu.ft.	\$_____

Item 11: ☐ NON-HAWAII PRODUCT  
☐ HAWAII PRODUCT \_\_\_\_\_ Class \_\_\_\_\_  
(Supplier)

Estimated Total Bid Price – Item 11: \$\_\_\_\_\_

12	<u>Carbon Dioxide</u>			
	50 lb. cyl.			
	State-owned	10 cylinders	\$_____/cylinder	\$_____
	Supplier-owned	55 cylinders	\$_____/cylinder	\$_____

Item 12: ☐ NON-HAWAII PRODUCT  
☐ HAWAII PRODUCT \_\_\_\_\_ Class \_\_\_\_\_  
(Supplier)

Estimated Total Bid Price – Item 12: \$\_\_\_\_\_

13	<u>Helium</u>			
	80 cu.ft.cyl.			
	State-owned	2 cylinders	\$_____/cylinder	\$_____
	Supplier-owned	5 cylinders	\$_____/cylinder	\$_____
	200-300 cu.ft.cyl.			
	State-owned	10,475 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	8,315 cu.ft.	\$_____/100 cu.ft.	\$_____

Item 13: ☐ NON-HAWAII PRODUCT  
☐ HAWAII PRODUCT \_\_\_\_\_ Class \_\_\_\_\_  
(Supplier)

Estimated Total Bid Price – Item 13: \$\_\_\_\_\_

Offeror: \_\_\_\_\_  
Name of Company

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
14	<u>Hydrogen</u> 200-300 cu.ft.cyl.			
	State-owned	310 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	31,490 cu.ft.	\$_____/100 cu.ft.	\$_____

Item 14: ☐ NON-HAWAII PRODUCT  
☐ HAWAII PRODUCT \_\_\_\_\_ Class \_\_\_\_\_  
(Supplier)

Estimated Total Bid Price – Item 14: \$\_\_\_\_\_

15	<u>Nitrogen, Pre-Purified (99.99%)</u> 22 cu.ft.cyl.			
	State-owned	10 cylinders	\$_____/cylinder	\$_____
	Supplier-owned	1 cylinder	\$_____/cylinder	\$_____
	200-300 cu.ft.cyl.			
	State-owned	4,210 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	77,825 cu.ft.	\$_____/100 cu.ft.	\$_____

Item 15: ☐ NON-HAWAII PRODUCT  
☐ HAWAII PRODUCT \_\_\_\_\_ Class \_\_\_\_\_  
(Supplier)

Estimated Total Bid Price – Item 15: \$\_\_\_\_\_

16	<u>Nitrogen, Technical Grade</u> 100 cu.ft.cyl.			
	State-owned	15 cylinders	\$_____/cylinder	\$_____
	Supplier-owned	5 cylinders	\$_____/cylinder	\$_____
	200-300 cu.ft.cyl.			
	State-owned	42,580 cu.ft.	\$_____/100 cu.ft.	\$_____
	Supplier-owned	6,140 cu.ft.	\$_____/100 cu.ft.	\$_____

Offeror: \_\_\_\_\_  
Name of Company

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
<b>Item 16:</b> <input type="checkbox"/> <b>NON-HAWAII PRODUCT</b> <input type="checkbox"/> <b>HAWAII PRODUCT</b> _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier)</div>				
Estimated Total Bid Price – Item 16:				\$ _____
17	<u>Nitrogen, Liquid</u>			
	100+ liters			
	State-owned VGL	100    liters	\$ _____/liter	\$ _____
	Supplier-owned VGL	71,555    liters	\$ _____/liter	\$ _____
<b>Item 17:</b> <input type="checkbox"/> <b>NON-HAWAII PRODUCT</b> <input type="checkbox"/> <b>HAWAII PRODUCT</b> _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier)</div>				
Estimated Total Bid Price – Item 17:				\$ _____
18	<u>Compressed Air</u>			
	219 cu.ft.cyl.			
	State-owned	1    cylinder	\$ _____/cylinder	\$ _____
	Supplier-owned	1    cylinder	\$ _____/cylinder	\$ _____
<b>Item 18:</b> <input type="checkbox"/> <b>NON-HAWAII PRODUCT</b> <input type="checkbox"/> <b>HAWAII PRODUCT</b> _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier)</div>				
Estimated Total Bid Price – Item 18:				\$ _____
19	<u>Refrigerant Gas</u>			
	Disposable cylinders:			
	Freon-22, 30-lb cyl.	60    lbs.	\$ _____/lb.	\$ _____
	Freon-22, 50-lb. cyl.	50    lbs.	\$ _____/lb.	\$ _____
Estimated Total Bid Price – Item 19:				\$ _____

Offeror: \_\_\_\_\_  
Name of Company

### **GROUP III – SPECIALITY LABORATORY GASES\***

\$\_\_\_\_\_

**(Supplier)**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**(Supplier)**

\$\_\_\_\_\_

\$\_\_\_\_\_

\$\_\_\_\_\_

Name of Company

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
<b>Item 25:</b> <input type="checkbox"/> <b>NON-HAWAII PRODUCT</b> <input type="checkbox"/> <b>HAWAII PRODUCT</b> _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier) </div>				
26	<u>Helium</u> , Grade 5, 02 <u>not more than</u> 1 ppm, ultra-pure 99.999%  200-300 cu.ft.cyl. Supplier-owned	34,020 cu.ft.	\$_____/100 cu.ft.	\$_____
<b>Item 26:</b> <input type="checkbox"/> <b>NON-HAWAII PRODUCT</b> <input type="checkbox"/> <b>HAWAII PRODUCT</b> _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier) </div>				
27	<u>Helium</u> , Grade 5.5, 02 <u>less than</u> 1 ppm, ultra-pure 99.999%  200-300 cu.ft.cyl. Supplier-owned	2,200 cu.ft.	\$_____/100 cu.ft.	\$_____
<b>Item 27:</b> <input type="checkbox"/> <b>NON-HAWAII PRODUCT</b> <input type="checkbox"/> <b>HAWAII PRODUCT</b> _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier) </div>				
28	<u>Helium</u> , Grade 6, minimum purity 99.9999%  200-300 cu.ft.cyl. Supplier-owned	5,720 cu.ft.	\$_____/100 cu.ft.	\$_____
29	<u>Hydrogen</u> , Grade 5, 02 <u>less than</u> 1 ppm, ultra-pure 99.9999%  200-300 cu.ft.cyl. Supplier-owned	1,160 cu.ft.	\$_____/100 cu.ft.	\$_____
<b>Item 29:</b> <input type="checkbox"/> <b>NON-HAWAII PRODUCT</b> <input type="checkbox"/> <b>HAWAII PRODUCT</b> _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier) </div>				
30	<u>Nitrogen</u> , Grade 5, 02 <u>less than</u> 1 ppm, ultra-pure 99.999%  200-300 cu.ft.cyl. Supplier-owned	16,560 cu.ft.	\$_____/100 cu.ft.	\$_____

Offeror: \_\_\_\_\_  
Name of Company

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
31	<u>Calibration Gas Mixture, Carbon Monoxide</u> , 7000 ppm, $\pm 1\%$ analysis to meet EPA protocol standards and procedures, balance Nitrogen, CGA 350			
	50-100 cu.ft.cyl. Supplier-owned	1 cylinder	\$_____/cylinder	\$_____
<b>Item 31:</b> <input type="checkbox"/> <b>NON-HAWAII PRODUCT</b> <input type="checkbox"/> <b>HAWAII PRODUCT</b> _____ <b>Class</b> _____ <div style="text-align: center;">(Supplier)</div>				
32	<u>Calibration Gas Mixture, Sulfur Dioxide</u> , 70 ppm, to meet EPA protocol standards and procedures, balance Nitrogen, CGA 660			
	50-100 cu.ft.cyl. Supplier-owned	1 cylinder	\$_____/cylinder	\$_____
33	<u>Calibration Gas Mixture, Carbon Monoxide</u> , 7000 ppm, Sulfur Dioxide, 70 ppm, to meet EPA protocol standards and procedures, balance Nitrogen, CGA 660			
	50-100 cu.ft.cyl. Supplier-owned	1 cylinder	\$_____/cylinder	\$_____
34	<u>Calibration Gas Mixture, Carbon Monoxide</u> , 7000 ppm., Sulfur Dioxide, 70 ppm, Nitric Oxide, 70 ppm, $\pm 1\%$ analysis to meet EPA protocol standards and procedures, balance Nitrogen, CGA 660			
	50-100 cu.ft.cyl. Supplier-owned	1 cylinder	\$_____/cylinder	\$_____

**Estimated Total Bid Price – Group III (Items 20-34):**      **\$=====**

Charge per order to an agency requiring next day  
delivery for Items 20-34 in Honolulu and Pearl City areas:      \$\_\_\_\_\_

Offeror: \_\_\_\_\_  
Name of Company

**OFFEROR SHALL COMPLETE THE FOLLOWING:**

1. Offeror agrees that the State of Hawaii shall not be required to place a deposit with the Contractor when purchasing refrigerant gas (freon) or liquid chlorine gas.
2. Offeror bidding on supplier-owned cylinders or containers agrees to provide those cylinders listed without charge for a minimum of 30 calendar days after delivery. For each day after free loan period, the demurrage charge per cylinder shall be: \$\_\_\_\_\_/day
3. Offeror shall provide the daily rental charge per VGL for Liquid Nitrogen: \$\_\_\_\_\_/day
4. Offeror offers hydrostatic testing of State-owned cylinders for: \$\_\_\_\_\_/cyl.
5. Offeror shall provide the Special Delivery Charge per order (see Special Provisions Pages SP-5 and SP-6) that shall apply: \$\_\_\_\_\_/order
6. For Items 21 through 35. Bidder shall provide the Express Delivery Charge from continental United States to destination (see Special Provisions page SP-5 and SP-6 ). Insert cost per cylinder. \$\_\_\_\_\_/cyl.
7. When a supplier-owned cylinder is lost or damaged beyond repair, the State of Hawaii will be assessed the following charges:

Acetylene	10 cu.ft. cylinder	\$_____
	20 cu.ft. cylinder	\$_____
	72 cu.ft. cylinder	\$_____
Air, Compressed (Medical)	150-300 cu.ft. cylinder	\$_____
	22 cu.ft. cylinder	\$_____
	200-300 cu.ft. cylinder	\$_____
Air, Compressed (Industrial)	219 cu.ft. cylinder	\$_____
Argon	200-300 cu.ft. cylinder	\$_____
	300 cu.ft. cylinder	\$_____

Offeror: \_\_\_\_\_  
Name of Company

Argon, Carbon Dioxide	127 cu.ft. cylinder	\$_____
	200-300 cu.ft. cylinder	\$_____
Argon/Methane	200-300 cu.ft. cylinder	\$_____
Calibration Gas Mixture	20 lb. cylinder	\$_____
	50-100 cu.ft. Spectra-Seal aluminum cylinder	\$_____
Carbon Dioxide	50 lb. cylinder	\$_____
Helium	80 cu.ft. cylinder	\$_____
	200-300 cu.ft. cylinder	\$_____
Hydrogen	200-300 cu.ft. cylinder	\$_____
Nitrogen	22 cu.ft. cylinder	\$_____
	100 cu.ft. cylinder	\$_____
	200-300 cu.ft. cylinder	\$_____
Nitrogen, Liquid	VGL (100+ liters)	\$_____
Nitrous Oxide	64 lb. cylinder	\$_____
Oxygen, Industrial (technical grade)	22 cu.ft. cylinder	\$_____
	122 cu.ft. cylinder	\$_____
	200-300 cu.ft. cylinder	\$_____
Oxygen, Medical	13 cu.ft. cylinder	\$_____
	22 cu.ft. cylinder	\$_____
	200-300 cu.ft. cylinder	\$_____
Oxygen, Carbon Dioxide	200-300 cu.ft. cylinder	\$_____

Offeror: \_\_\_\_\_  
Name of Company

**Offeror shall furnish the following information:**

1. **References.** List three (3) firms or agencies on O'ahu that offeror has or is providing at least six (6) of the items listed herein under similar delivery requirements. The State reserves the right to contact any of the listed firms or agencies to inquire about the service capabilities of the offeror.

Firm or Agency

Contact Person

Telephone No.

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2. **Warehouse/Service Facilities:** Offeror is required to have a warehouse/service facility on the island of Oahu. Offeror shall furnish the following information.

Address of warehouse: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Offeror has the capability to accept procurement/credit card: \_\_\_\_ Yes \_\_\_\_ No

Offeror: \_\_\_\_\_  
Name of Company

## SPECIFICATIONS

### **MEDICAL GASES**

1. **Air**, Compressed, shall be of the best United States Pharmacopeia (USP) grade of the product suitable for breathing purposes.
2. **Nitrous Oxide**, shall be of the best USP grade of the product N<sub>2</sub>O, sometimes referred to as "laughing gas".
3. **Oxygen**, 99.6%, shall be in accordance with the requirements of the current revision of the United States Pharmacopeia (USP) Specifications.
4. **Oxygen/Carbon Dioxide**, mixed gas of oxygen, 95%, and carbon dioxide, 5%, suitable for medical use.
5. **Carbon Dioxide**, suitable for medical use.

### **INDUSTRIAL GASES**

6. **Acetylene**, Technical Grade, shall be in accordance with Federal Specification BB-A-106b, including its latest revision and/or amendment.
7. **Argon**, shall be in accordance with Military Specifications MIL-A-18455b, including its latest revision and/or amendment.
8. **Argon/Methane**, mixed gas of Argon, 90% and Methane, 10%.
9. **Carbon Dioxide**, shall be or the best commercial grade of the product commonly known as CO<sub>2</sub>.
10. **Helium**, shall be Grade A, 99.98% pure.
11. **Hydrogen**, shall be in accordance with Federal Specifications BB-H-8866, including its latest revision and/or amendment.
12. **Nitrogen**, Pre-Purified, 99.99%, shall be in accordance with Federal Specifications BB-N-411c, Type I, Class 1, Grade A, including its latest revision and/or amendment.
13. **Nitrogen**, Technical Grade, shall be in accordance with Federal Specifications BB-N-411c, Type I, gaseous, including its latest revisions and/or amendment.
14. **Nitrogen**, Liquid, shall be in accordance with Federal Specification BB-N-411c, Type II, Liquid, including its latest revision and/or amendment.
16. **Oxygen**, Technical Grade, shall be in accordance with Federal Specification BB-O-925a, including its latest revision and/or amendment.
17. **Refrigerant Gas**, best commercial grade of the product commonly known as Freon, various nonflammable gaseous or liquid fluorocarbon that are used mainly as working fluids in refrigeration and air conditioning.

**Cylinders**

Cylinders used in the furnishing and delivering of gases specified above shall be manufactured, classified, shipped and maintained in accordance with DOT regulations. A label, identifying its contents, shall be attached to each cylinder.

**Valve Outlet Connections**

Valve outlet connections of cylinders shall be in accordance with Compressed Gas Association (CGA) Standards, or its latest revision.

9/20/00

**TAX EQUALIZATION CERTIFICATE**

(See Special Provisions)

SUBJ: Offer No.: IFB-04-053-O

Description: Furnish and Deliver Medical and Industrial Gases, State agencies on the  
Island of Oahu

Out-of-state Offerors not possessing a Hawaii General Excise Tax (hereinafter "GET") license must answer all questions:

Yes    No  
(check only one)

- |    |  |   |     |
|----|--|---|-----|
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter "SOH")?       | — | —   |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | — | —   |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH?        | — | —   |
| 4. | Will your business provide any services in the SOH under the contract to be awarded?   | — | — * |

\*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

\_\_\_\_\_

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (hereinafter "HRS"), at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the taxpayer preference provision described in Section 103-1008, HRS, applies to you.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TAX EQUALIZATION CERTIFICATE



## SPECIAL PROVISIONS

### TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
State	=	All agencies, including schools, participating in this agreement.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

### SCOPE

The furnishing and delivering of Medical and Industrial Gases for State agencies (see State's Commitment below) on the island of Oahu, shall be in accordance with these Special Provisions, the attached Specifications, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and on the SPO website: <http://www2.state.hi.us/bidfiles/spogtgs.pdf>.

A SPO price list will be issued as a result of any awards made for this IFB. Participating agencies will order on an "as needed" basis during the term of the contract.

**STATE'S COMMITMENT.** Agencies of the following purchasing jurisdictions are required to purchase from this price list:

- Executive Branch
- Department of Education
- Judiciary
- University of Hawaii

A purchasing jurisdiction may elect not to extend its commitment to this contract beyond the initial contract term. Further, a purchasing jurisdiction not participating in the contract may, at the earliest, commit to the contract at the inception of a contract extension period, if any.

**EXCEPTION TO THE PRICE LIST.** When the use of the price list is not suited to an agency's purpose, the appropriate purchasing jurisdiction may grant an exception to purchase outside of the price list. For this purpose, Executive Branch agencies shall use SPO Form-5, "Request for Authorization to Purchase Outside of the Price List", available at the SPO Website, [www.state.hi.us/icsd/dags/spo.html](http://www.state.hi.us/icsd/dags/spo.html).

## USE OF PRICE LIST BY NONPROFIT ORGANIZATIONS

Pursuant to Section 103D-804, Hawaii Revised Statutes (HRS), nonprofit organizations with current purchase of service contract(s) (Chapter 42D or 103F, HRS) have been invited to participate in the State Procurement Office's (SPO) price lists.

If a nonprofit organization (hereinafter called "nonprofit") wishes to purchase from a SPO price list, the nonprofit must obtain approval from each price list vendor, i.e., participation must be mutually agreed upon. A price list vendor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and price list vendor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a price list vendor.

## TERM OF CONTRACT

This contract shall be for a twelve-month period, April 1, 2004 through March 31 2005, or as specified in the Notice of Award.

The contract may be extended by mutual agreement for a period not to exceed two (2) additional twelve-month periods or parts thereof, provided that the contract price for the extended period shall remain the same or lower than the initial bid prices. The Contractor or the State may terminate any extended contract period at anytime upon sixty (60) days prior written notice.

## BIDDER QUALIFICATION

Bidder must maintain a wholesale or retail business on the island of Oahu at the time of bidding and during the term of contract with warehousing and inventory capabilities for supplying the items listed herein. Award will not be made to any bidder failing to meet this qualification requirement. Location of warehouse and other information requested shall be listed in the spaces provided on the offer form.

Prior to award, the State has the right to conduct site inspection of bidder's store and/or warehouse facilities to insure that the above qualifications are met. Award will not be made to any bidder failing to meet this qualification requirement.

## RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
  - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Method of Award provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements

## **BID PREPARATION**

**Offer Form, Page OF-1.** Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

**Hawaii business.** A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

**Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**Bid Price.** Offeror shall furnish prices FOB destination. Bid prices shall be submitted in the units shown and shall include all costs **except** the Hawaii GET, currently 4%. The amount of the GET may be added to the invoice as a separate line item and shall not exceed the current rate. The prices quoted shall be the all inclusive cost to the State and no other charges will be honored.

**References.** Offeror shall provide the references as requested on the Offer Form page. The State reserves the right to contact the references listed to inquire about past/current job performance and to reject the bid of any offeror whose performance on other jobs of this nature has been proven unsatisfactory.

## HAWAII PRODUCTS PREFERENCE

Refer to subchapter 1, Chapter 3-124, HAR, for detailed information on this preference. The Hawaii Products List and the rules on Hawaii Products Preference are available at the address specified on the cover page of this solicitation.

Items for which a Hawaii Product (HP) is available are so noted on the offer form. If the bidder is offering a HP, he must state on the offer form the HP supplier and class of each item offered.

If bidder fails to indicate the HP, the State will presume that a non-HP is being offered, and that award, if any, will be on the basis that a non-HP will be delivered.

The following Hawaii products are listed on the official Hawaii Products List:

<u>Hawaii Product</u>	<u>Supplier</u>	<u>Class</u>
Argon	Gaspro/Air Liquide	III-10%
Carbon Dioxide	Gaspro/Air Liquide	III-10%
Special Gas Mixtures	Gaspro	III-10%
Compressed Air	Gaspro/Air Liquide	III-10%
Helium	Gaspro/Air Liquide	III-10%
Hydrogen	Air Liquide	III-10%
Nitrogen	Gaspro/Air Liquide	III-10%
Oxygen	Gaspro/Air Liquide	III-10%

## SUBMISSION OF OFFER

Offers shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

## QUANTITIES

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities at the prices quoted in this solicitation. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for State use only. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract.

The Contractor, however, may at his option, request approval from the Procurement Officer to terminate any item(s) of the contract when accumulated purchases for the line item(s) exceed 120% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item(s), by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10) days from date of receipt of the written request by the State Procurement Officer. The Contractor shall honor all orders placed prior to the effective termination date.

## **AWARD OF CONTRACT**

**Method of Award.** For Hawaii Products (HP) items, the evaluated bid price will be based on the requirements of subchapter 1, Chapter 3-124, HAR. Accordingly, the evaluated bid price of HP items will be used to determine the lowest total bids for individual HP items.

a. For Item 1 through 19: Award(s), if any, will be made to the responsive, responsible offeror(s) submitting the lowest total bid price for each item. Offeror must bid on each sub-item included in each item number in order to qualify for item award.

b. For Items 20 through 34: Award, if any, shall be made to the responsive, responsible offeror submitting the lowest total evaluated bid price for this group of items. To be considered for award, offeror must bid on all items within this group.

The evaluated bid prices shall be used for award determination only. Awards and payments shall be based on the actual prices bid.

**Responsibility of Lowest Responsive Bidder.** Reference Responsibility of offerors in §3-122-112, HAR. If compliance documents have not been submitted to the SPO prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award and final payment.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the purchasing agency.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488

IRS: (808) 539-1573

The application for the clearance is the responsibility of the offeror, and must be submitted directly to the DOTAX or IRS and not to the purchasing agency.

Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.** Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at [www.dlir.state.hi.us/LIR#27](http://www.dlir.state.hi.us/LIR#27), or at the neighbor island DLIR District Offices. The DLIR will return the form to the offeror who in turn shall submit it to the purchasing agency.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the purchasing agency.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a CERTIFICATE OF GOOD STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency.

To obtain the Certificate, the offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** In addition to a tax clearance certificate an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

## **EXECUTION OF CONTRACT**

Formal written contract(s) and performance and payment bonds (Section 3.3 and 3.4 of the GTC) will NOT be required for award(s) made in response to this IFB.

Successful offeror(s) shall receive a Notice of Award to which will be attached a SPO Price List showing the item(s) which the respective offeror has been given. This method of award does not waive compliance with Specifications, Special Provisions, and the GTC of the IFB.

## **ORDERING**

The State will place orders with the Contractor(s) as supplies are needed during the contract period. The Contractor shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

The State will use purchase orders when placing orders; however, if the Contractor has the capability to accept procurement/credit cards, the State reserves the option to use either purchase orders or procurement/credit cards.

## **DELIVERY**

Contractor shall deliver all items to the designated room(s) or area(s) as directed by the ordering agency and shall ensure items delivered are in satisfactory condition. A **delivery ticket** that includes the **cylinder ID number(s)** shall be furnished with each delivery (see clause entitled "Cylinder ID Number"). Furthermore, Contractor's delivery personnel shall obtain a legible signature of State personnel who receives the delivery. Delivery and/or pick up will not be required on Saturday, Sunday or State holiday. Excluding the exceptions listed below, the following delivery provisions shall also apply:

1. **Regular Delivery.** Supplier-owned cylinders: All gases shall be delivered within six (6) working days after receipt of purchase order(s). State-owned cylinders shall be picked up within six (6) working days after receipt of purchase order(s); filled cylinders shall be returned within six (6) working days after pick up.
2. **Special Delivery** shall apply to supplier-owned cylinders only. If an agency requests special delivery, they must call in their order by 12:00 noon and the Contractor shall deliver the order on or before 4:00 P.M. the following day at the Special Delivery Charge provided by Offeror(s) on Offer Form pages.

3. Will Call If requested by an agency, supplier-owned cylinders only shall be made available on a will call basis within four (4) hours after the order is called in to the Contractor. Will call shall be provided at no additional cost to the State.

**Exceptions to Delivery:**

1. Acetylene and Mixed Gases. Cylinders for these gases shall be delivered within the following number of working days after receipt of purchase order(s) of State-owned cylinders: a) Acetylene – forty-eight (48) days; and b) mixed gases – eleven (11) days. The Contractor shall pick up State-owned cylinders within six (6) working days after receipt of purchase order(s).

2. Specialty Laboratory Gases.

a. Items 20 through 34. If requested by an agency, the Contractor shall deliver supplier-owned cylinders containing Specialty Laboratory Gases within three (3) calendar days after the order is placed, at no additional charge to the State.

If requested by an agency, the Contractor shall provide next day delivery of supplier-owned cylinders containing Specialty Laboratory Gases at the delivery charge provided by bidder(s) on Offer Form pages.

If at all possible, the agency will give the Contractor two (2) weeks notice prior to requesting these expedited delivery times for Specialty Laboratory Gases.

b. Items 31 through 34. Contractor shall deliver supplier-owned Calibration Gas Mixture(s) within forty-five (45) calendar days after receipt of purchase order(s).

If requested by the agency, the Contractor shall deliver the order(s) by express delivery from continental United States to arrive at destination within thirty (30) calendar days. The express delivery charge provided by the bidder on Offer Form pages.

3. Special Delivery and Will Call as stated above shall apply to Acetylene, Mixed Gases, and Specialty Laboratory Gases only if the type of gas being requested is in stock at the Contractor's facility at the time of the request.

**FAILURE TO DELIVER**

Contractor is required to deliver products awarded in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver an ordered product, it shall be the Contractor's responsibility to deliver an acceptable substitute at the contract price **after** the requiring agency has approved the substitute.

The State reserves the right to terminate award(s) of item(s), terminate the contract, and /or initiate suspension and/or debarment procedures pursuant to Chapter 3-126, HAR, under the following conditions.

- a. Contractor consistently needs to substitute products;
- b. Contractor refuses to substitute products;
- c. Contractor does not deliver within the time required;
- d. Contractor refuses to replace lost, misplaced or damaged State-owned cylinders as required herein.

## INVOICING

The Contractor shall forward **itemized** invoices, in quadruplicate, directly to the ordering agencies. Invoices shall include purchase order number and SPO price list number.

## PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## DEMURRAGE CHARGES

**Supplier-owned cylinders.** After the 30-day free loan period the State will be assessed demurrage charge on each supplier-owned cylinder. The State shall be billed at the rate provided on the Offer Form page. The demurrage charges will begin the day after the free loan period and the charges will stop the day after the agency notifies the Contractor to pick up the cylinders.

This shall apply regardless of when the cylinders are actually picked up by the Contractor.

FOR EXAMPLE: If the agency calls the Contractor on Monday to pick up cylinders, the Contractor may bill the State for demurrage charges for Monday and Tuesday ONLY, even if the cylinders are not physically picked up until Friday.

## CYLINDER ID NUMBER

The ID Number for all State-owned and supplier-owned cylinder(s) shall be listed on the purchase order(s) issued by State agencies. **The Contractor shall be responsible for including the cylinder ID Number on the delivery/pick up slip and on the invoice in order to enable better tracking of cylinders.**

## **LOST, MISPLACED, OR DAMAGED CYLINDERS**

If a supplier-owned cylinder is lost, misplaced, or damaged beyond repair by the State of Hawaii, the State will pay the Contractor the charges per cylinder, provided on Offer Form pages.

If a state-owned cylinder is lost, misplaced, or damaged beyond repair, by the Contractor, the Contractor must immediately notify the agency and must provide the agency with a replacement cylinder within three (3) working days.

In the event the Contractor delivers a supplier-owned cylinder that has a leak or is in any other way defective, the Contractor shall be responsible to deliver a completely filled replacement cylinder within twenty-four (24) hours after notification by the agency.

## **VALVE REPAIRS/HYDROSTATIC TESTING**

For all State-owned cylinders that require valve repairs, new valve replacements or hydrostatic testing, the Contractor(s) shall notify the appropriate agency and advise the agency of the condition of the cylinders. The Contractor shall not proceed with any additional work without the prior authorization of a responsible agency representative. This will insure that agencies are aware of any added costs involved and that delivery may not be completed within the specified time. State agencies will not be responsible to pay for services not properly authorized.

## **SERVICING**

If there is a complaint regarding the vendor or his products, the vendor must meet with the agency that has issued the complaint, at the agency's place of business, to resolve the problem. This meeting shall be scheduled within one (1) week from receipt of complaint and at no additional charge to the State.

## **SALES REPORT**

Contractor shall submit written sales reports to the SPO, indicating the total quantity of each line item purchased by the State agencies under this contract for the period requested by the Purchasing Specialist. Reports shall include item numbers, a brief description of each item along with the quantity purchased in the unit of issued specified for that line item.

Failure of the Contractor to submit the reports as required will reflect negatively upon his performance. Contractors are hereby advised that past and current performance will be considered in the evaluation of future bids submitted in response to solicitations issued by the SPO.

## **PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

## **ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC**

### **Additions to the GTC:**

**Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**Cancellation of Solicitations and Rejection of Offers.** The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

**Confidentiality of Material.** All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**Records Retention.** The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

**Correctional Industries.** Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

**Year 2000 Compliance.** All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

**Amendments to the GTC:**

**Subsection 2.1 Competency of Offeror.** Paragraph one is rescinded and replaced with the following:

"Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

**Subsection 2.5 Preparation of Offer.** Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

**Subsection 3.1(B) Preference for Hawaii Products.** GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

**Subsection 3.1(C) Printing Preference.** GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

**Clarifications to the GTC:**

**Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services.** Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

**GTCs Not Applicable.** Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.